

CHARLES COUNTY PUBLIC SCHOOLS
LA PLATA, MARYLAND
REQUEST FOR PROPOSALS (RFP)

RFP TITLE: SUPPLEMENTAL BEHAVIORAL HEALTH SUPPORT
(MULTIPLE AWARDS)

RFP NUMBER: RFP # SBHS-2324

CONTRACT PERIOD: ONE YEAR (1) YEAR, WITH FOUR (4) - ONE (1) YEAR
RENEWAL OPTIONS

INSURANCE CERTIFICATE REQUIRED: YES

DEADLINE FOR QUESTIONS: AUGUST 03, 2023, 3:00 P.M., Local Time

RFP CLOSING DATE/TIME: AUGUST 29, 2023, 3:00 P.M., Local Time

RFP PLACE OF DELIVERY: CHARLES COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
5980 RADIO STATION ROAD, 2ND FLOOR
LA PLATA, MARYLAND 20646

RFP MAILING ADDRESS: CHARLES COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
Attn: Nelson E. Sample, CPPO, Procurement Manager
P.O. BOX 2770
LA PLATA, MARYLAND 20646

SHIPPING ADDRESS: UPS/FEDEX: CHARLES COUNTY PUBLIC SCHOOLS
Attn: Nelson E. Sample, CPPO, Procurement Manager
5980 RADIO STATION ROAD, 2ND FLOOR
LA PLATA, MARYLAND 20646

E-MAIL ADDRESS: nsample@ccboe.com

PHONE/FAX NUMBERS: Phone: (301) 934 -7340

WEBSITE: <https://procurement.maryland.gov/>

NOTES:

INCLEMENT WEATHER:

If Charles County Public Schools Administrative Offices are **closed** due to inclement weather on the day Proposals for a RFP are “DUE”, Proposals for that RFP shall be due **at the same time the next business day** the Charles County Public Schools Administrative Offices are open for business.

QUESTIONS:

It is advisable to all Offerors/Proposers to send all questions to via email: nsample@ccboe.com, by the required date and time within the solicitation.

DOWNLOADING COMPLETE RFP PACKAGE:

For complete details, interest parties should visit <https://procurement.maryland.gov/> and download the RFP package. Offerors/Proposers must be registered with eMMA to receive solicitation information. If you require assistance, contact the help desk at emma.helpdesk@maryland.gov or call (410) 767-4628.

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(sample copy of Independent Consultant Agreement – **DO NOT RETURN**)

I. DEFINITIONS

General

- A. **Business Day(s)** –Official working days of the week Monday-Friday, excluding CCPS holidays.
- B. **CCPS** – Charles County Public Schools. CCPS encompasses its Board members, elected and appointed officials, employees, officers, authorized agents, representatives, students, and volunteers.
- C. **Contract** – A mutual and legally binding document between CCPS and an Offeror/Proposer. The RFP and the awarded Consultant/Contractor’s response to the RFP and CCPS Independent/Consultant Agreement shall become the contract for this solicitation. See enclosed CCPS Independent Consultant/ Contractor Agreement.
- D. **Contract Documents** – The RFP, Independent Consultant/Contractor Agreement and the awarded Consultant/Contractor’s response.
- E. **Fully Burdened Hourly Rates** – Includes salary, administrative, overhead cost and profit for the Awarded Consultant/Contractor.
- F. **Notice of Award** – Written notice of award from CCPS to the successful Offeror/Proposer, which binds CCPS and the Offeror/Proposer to the RFP, Independent Consultant/Contractor Agreement and the Offeror/Proposer’s response.
- G. **Properties** – Any facility, land or real estate owned, occupied, or controlled by CCPS.
- H. **Proposal** – A written response submitted in accordance with the RFP.
- I. **Offeror/Proposer** – Any individual, company, firm, corporation, partner-hip, or other legal entity that submits a Proposal in response to this RFP.
- J. **RFP** – Request for Proposals. RFP is a complete package of documents that includes a detailed Scope of Work/Specification, Terms and Conditions, and other binding documents.
- K. **Vendor/Contractor** – The responsive and responsible Offeror/Proposer or Offerors/Proposers responding to this RFP.
- L. **Work** – The goods and/or services required under this RFP.

II. PURPOSE/OBJECTIVE

CCPS is requesting sealed proposals from small firms and/or individual behavioral health clinicians/groups to provide clinical services to all CCPS schools. The range of services will include: individual, group, and family therapy; staff consultation and staff training. It is expected that multiple contracts will be awarded to successful Proposers; however, CCPS reserves the right to reject any and all proposals if it is in the best interest of CCPS. There is no minimum or maximum level of usage for any resulting Contract(s) under this RFP.

III. INTRODUCTION AND BACKGROUND

Charles County is one of the fastest growing counties in the state of Maryland, with a population of 157,705. Charles County is located less than 30 miles south of Washington, D.C. and is considered the gateway to Southern Maryland.

The district serves approximately 27,332 students attending 37 schools and five (5) educational centers. The school system consists of 22 elementary schools, which are comprised of students from pre-kindergarten to grade five; eight (8) middle schools that serve students from grades six through eight; seven (7) high schools that serve students from grades nine through 12 and three (3) centers for disabled and special needs students.

The mission of Charles County Public Schools is to provide an opportunity for all school-aged children to receive an academically challenging, quality education that builds character, equips for leadership, and prepares for life, in an environment that is safe and conducive to learning.

IV. INFORMATION FOR OFFERORS/PROPOSERS

A. PROPOSAL DEADLINE, REQUIREMENTS, AND DELIVERY

1. Submission deadlines and requirements for sealed proposals shall be addressed to CCPS and received at the designated office:

Charles County Public Schools
Purchasing Department
Attention: Nelson E. Sample, CPPO, Procurement Manager
5980 Radio Station Road, 2nd Floor
La Plata, MD 20646
(301) 392-7581
By 3:00 P.M., Local Time, August 29, 2023

2. Each Offeror/Proposer shall assume full responsibility for timely delivery to the location designated for receipt of Proposals. Proposals received after the established date and time for receipt, will be returned unopened. Proposal revisions after the date and time specified, herein, shall not be considered.

3. If Charles County Public Schools Administrative Offices are **closed** due to inclement weather on the day proposals for a RFP are “DUE”, proposals for that RFP shall be due **at the same time the next business day the Charles County Public Schools Administrative Offices are open for business.**

B. REQUESTS FOR CLARIFICATIONS

Prospective Offerors/Proposers may request that CCPS clarify information contained in the RFP via: (1) e-mail to: nsample@ccboe.com . All such requests must be made in writing. CCPS will issue an addendum if necessary to respond to all written requests for clarifications. **CCPS will not respond to any requests for clarifications received after 3:00 P.M., Local Time, August 03, 2023.**

C. RESTRICTIONS ON COMMUNICATION

From the issue date of the RFP, until selection of a Vendor/Contractor, and selection announced, prospective Offerors/Proposers, CCPS administrators, faculty and staff members, representatives, agents, or employees are not permitted to communicate about the subject of the RFP. Unauthorized contact with any such CCPS person, other than the employee listed above, may result in disqualification from the solicitation process. Any other information of any kind from any other source, or any oral communication, shall be considered unofficial and non-binding on CCPS. An Offeror/Proposer relying on unofficial information shall do so at the Offeror/Proposer's own risk.

D. SOLE POINT OF CONTACT

The sole point of contact for CCPS for the purposes of this RFP is the Purchasing Manager or his designee. No CCPS employee, official, or representative has the authority to change the requirements of this solicitation, except the Purchasing Manager or his designated representative. Any attempts to contact members of the evaluation committee or to circumvent this procedure, in any manner, may be grounds for disqualification of the Offeror/Proposer from the procurement process.

E. RFP AND PROPOSAL INFORMATION CONTROLLING

1. The following process is intended to ensure that all Offerors/Proposers have equal access to information relative to the RFP. As part of the RFP preparation, CCPS has made every effort to provide prospective Offerors/Proposers with adequate disclosure. Each Offeror/Proposer's Proposal shall be prepared based only on the information contained in the RFP, notwithstanding any information that may have been previously provided. A prospective Offeror/Proposer noting any inconsistency between the information contained in the RFP and any information previously provided to it, should request clarification (refer to paragraph B above).

2. No information communicated, either verbally or in writing, to or from an Offeror/Proposer shall be effective unless, confirmed via written addendum to the RFP signed by the CCPS Purchasing Manager (“Purchasing Manager”).

F. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP

If an Offeror/Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Offeror/Proposer shall immediately notify the Purchasing Manager of such error in writing and request a modification or clarification. The Purchasing Manager shall make any necessary modification(s) or clarification(s) to the RFP by issuance of an addendum. Any proposal that includes assumed clarifications or corrections to the RFP that have not been approved by the Purchasing Manager, may be rejected.

G. ADDENDUM/REVISIONS TO THE RFP

If it becomes necessary to revise any part of the RFP, all Offerors/Proposers that download the RFP will receive a notice of revision. All addenda shall become a part of the RFP and be posted on the State of Maryland’s Department of General Services’ website at <https://procurement.maryland.gov/>. An Offeror/Proposer must acknowledge receipt of all addenda, but the failure of an Offeror/Proposer to receive or acknowledge receipt of any addendum shall not relieve the Offeror/Proposer of the responsibility for complying with the terms thereof. Acknowledgment shall consist, minimally, of returning a signed copy of all addenda cover sheets as part of the proposal package. If for any reason, electronic failure, or whatever, an Offeror/Proposer does not receive notification of an addendum, it is each Offeror/Proposer’s responsibility to check on the issuance of any addendum issued by CCPS.

H. SIGNED ORIGINAL PROPOSAL

Each Proposal must include the original response, signed by an authorized Offeror/Proposer, company/firm. This person shall be the highest-ranking officer with signature authority. **Proposals sent via facsimile or other electronic means shall NOT be accepted.** Please submit two proposals consisting of one (1) original marked “Original” signed, by an authorized Offeror/Proposer, company/firm, and one (1) exact copy of the Original marked “Copy”. Also, please submit one (1) Universal Serial Bus (USB) jump drive, flash drive, thumb drive or a Compact Disc-Read-Only Memory (CD-ROM) containing an exact copy of the signed ORIGINAL.

I. IDENTIFYING ENVELOPES

1. Offerors/Proposers shall mark sealed proposal envelopes in the lower left-hand corner: **“RFP # SBHS - 2324”**.

2. The price proposal **must** be included in your submitted response to this RFP. Please clearly identify the price section with **the word “PRICE”**.

J. RECEIPT OF PROPOSALS

Only sealed proposals will be accepted. Sealed proposals will be received at the Purchasing Office, Charles County Public Schools, Attn: Eleanor Foddrell, Purchasing Analyst, 5980 Radio Station Road, 2nd Floor, La Plata, MD 20646, **until 3:00 P.M., Local Time, August 29, 2023.** All Proposals received after the time and date above will be returned unopened. Late proposals, late requests for modification(s), or late requests for withdrawal will not be considered. Proposals sent via facsimile or submitted by other electronic devices **will not be** accepted and will result in a “non-responsive” response to the RFP.

K. PERIOD OF THE CONTRACT

The initial Contract period will be from the date of the Notice of Award letter, for a period of one year, unless otherwise stated in the Notice of Award, or unless otherwise agreed to by both parties. The CCPS reserves the right to adjust the Contract(s) period(s) at its own discretion and reserves the right to renew the Contract(s) for four (4) additional one (1) year periods. However, CCPS reserves the right to cancel the Contract(s), at its own discretion, for any reason. Consultant/Contractor’s performance will be reviewed on an annual basis by the Purchasing Manager. It is the intent of CCPS that should an Offeror/Proposer’s proposal be accepted, and the RFP awarded, the RFP, any Addendum(s), the Offeror/Proposer’s Proposal, CCPS Independent Consultant/Contractor Agreement and the Notice of Award will become the Contract. The Purchasing Manager shall initiate all Contract renewals. Automatic Contract renewals are prohibited. Subsequent annual Contract renewal price increases shall be limited to the Consumer Price Index-Urban (CPI-U), for the Washington D.C. Metropolitan Area. The Offeror/Proposer must request CPI-U price adjustments at the time of renewal.

L. CLOSING OF PROPOSALS

All submitted proposals must be received at the specified time and date stated above. No immediate decision is rendered at that time. All information received remains confidential until after final action by CCPS, except as required by law. **Proposals may not be withdrawn for a period of 120 days after the closing date for submitting proposals.**

M. FINALITY OF DECISION

Any decision made by CCPS, including the selection of Consultant/Contractor, shall be final.

V. REQUIRED FORMAT AND CONTENT OF PROPOSAL

This section outlines the information that must be provided by the Consultant/Contractor when responding to this solicitation. Any proposal not providing the required information may be disqualified.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable CCPS to determine the Consultant/Contractor's overall qualifications. Each proposal shall also include any other information that the Consultant/Contractor feels is significant in making an informed decision relative to the proposal.

Any exceptions to the specification or any other special considerations or condition request or required by the Consultant/Contractor shall be enumerated by the Consultant/Contractor and shall be submitted as part of its proposal; together with any explanation as to the reason the specifications cannot be met. Each Consultant/Contractor shall be required and expected to meet the specifications in their entirety, except to the extent exceptions are expressly noted in its proposal.

In order to conduct a uniform review process, **proposals must be submitted in the format set forth below**. (Offerors/Proposers' signatures must be affixed to all attachments or items where indicated). Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical to the evaluation process. **Proposals sent via facsimile or other electronic means shall NOT be accepted**. **Please submit two paper proposals consisting of one (1) original marked "Original" signed, by an authorized Offeror/Proposer, company/firm, and one (1) exact copy of the Original marked "Copy". Also, please submit one (1) Universal Serial Bus (USB) jump drive, flash drive, thumb drive or a Compact Disc-Read-Only Memory (CD-ROM) containing an exact copy of the signed ORIGINAL.**

5.1 **Title Page**

The title page should reflect the RFP name and number, name of the individual or firm, contact person, his/her address, telephone, mobile, and fax numbers, email address, and the date of preparation.

5.2 **Table of Contents**

The Table of Contents must indicate the material included in the proposal by section and page number. An Offeror/Proposer's Table of Contents should mirror this section of the RFP and must include all the items set forth in items 5.1 through 5.11 of this section of the RFP.

5.3 **Letter of Transmittal** (Please limit to three 3) pages.)

A letter of transmittal must be prepared on the Offeror/Proposer's letterhead and submitted with authorized signature. The letter should be a brief narrative highlighting the proposal, contain reasons why you or your firm/company should

be selected. The letter of transmittal must be submitted with the Vendor/Contractor's proposal. **Do not include pricing.**

The letter must include:

- 5.31 A statement of the Offeror/Proposer's understanding of the Work required by the RFP and scope of work, included herein; and
- 5.32 The names of the authorized person to make representations on behalf of the Offeror/Proposer (include titles, mailing addresses, email address, and telephone, facsimile, and mobile numbers).

5.4 **Profile of the Offeror/Proposer**

- 5.41 State whether the Offeror/Proposer is a local, regional, national or international provider.
- 5.42 State how long you or your organization/company/firm has been in business under the present name and structure. Provide any other names under which you or the firm has done business and the dates it operated under each name and the locations at which it operated under each name. State the number of years you or the company has been in existence in any form.
- 5.43 State how your firm is organized and provide an organizational chart (Firms only) describing the company's managerial/supervisory support systems. The chart shall identify all support systems to be used in the completion of the Work required by the RFP, and how they inter-relate and support the field operations. This section N/A for individuals
- 5.44 Provide the name(s), addresses, phone numbers, and email addresses of personnel regarded as district supervisors and/or district managers who will oversee the CCPS account. The Offeror/Proposer shall provide all necessary corporate officers' names, phone, facsimile, mobile, and emergency numbers and mail and email addresses. This section N/A for individuals.

5.5 **Financial**

CCPS may request copies of the firm's independently audited financial statements from the last two years (**to be submitted by request only**). **This section N/A for individuals.**

5.6 **References/Experience**

- 5.61 Provide a description of comparable services performed by the Consultant/Contractor during the most recent five (5) year period similar in scope to the services in this RFP. To the extent possible, include work for clients, or local and/or state governments. State the number of offices and the number of employees located in the State of Maryland.

5.62 If the Consultant/Contractor has provided services comparable to those specified in this RFP, please provide a minimum of three (3) reference. For each reference, please provide:

5.621 Complete business address;

5.622 The name, job title, the mobile and office numbers and email address of a contact individual who can attest to the Vendor/Contractor's ability to perform the services in this RFP; and

5.623 The contract under which the services provided to the reference including the scope of services provided under the contract and the length of the contract.

5.7 **Personnel – Individuals submit your Resume' for this section**

5.71 Identify all full-time and part-time staff assigned to work directly on this project in the event of an award to your firm; and **(N/A for Individuals)**

5.72 Provide qualifications, education, work experience, as well as a narrative description of work responsibilities for individuals that will work on this project. Indicate the primary point of contact(s). **(N/A for Individuals)**

Note: Offeror/Proposers' evaluations will be based on the experience and qualifications of the individual/entire stated team, no changes in team composition shall be allowed without prior written approval of CCPS. Failure to notify CCPS of change(s) in team composition may be cause for termination of contract.

5.8 **Response to the Scope of Work**

5.81 Organize your proposed solution to follow the order of information stated in this section. Explain precisely what is required to perform the required of this RFP;

5.82 Describe how your firm's technical and support resources will be deployed to ensure an acceptable level of contract performance;

5.83 Describe the range of activities necessary to perform the required Work;

5.84 Training – Address any necessary training;

5.85 Customer Support – If any, address all necessary customer support; and

5.86 Price – Provide the proposed price to comply with all the requirements of this RFP. Please mark price section with the word **"Pricing"**.

5.10 **Additional Services** -N/A

5.11 **Technical Proposal Instructions** - N/A

VI. EVALUATION PROCESS

A. The evaluation/selection process will use the following evaluation criteria. This list of criteria is in descending order of importance. Total points value is 100:

1. **Experience/References** – The overall experience of the Offeror/Proposer to provide quality Work, as required by this RFP, to other past and present clientele, including local school districts, colleges, universities, state and local government agencies. **(30 points)**
2. **Qualifications/Personnel** – The Offeror/Proposer’s education, skills, ability, competence, and integrity to supply and deliver the services described herein. The qualifications of key personnel (if applicable) proposed to work on this project, their professional experience and tenure with Vendor/Contractor. The Offeror/Proposer’s understanding of the Work, its purpose and scope, as evidenced by the proposed approach and the level of effort. **(30 points)**
3. **Availability** – The Consultant/Contractor’s availability to provide services as required. **(25 points)**
4. **Pricing/Cost to CCPS** – Competitive pricing **proposal** which complies with all the requirements set forth in this RFP. **(15 points)**

NOTE:

This is a “Multiple Award” solicitation. CCPS anticipate making multiple awards for this RFP. Individuals and small firms are encouraged to respond. Individuals will execute the enclosed “Consultant/Trainer Independent Contract Agreement” upon Award. Do not return the enclosed (sample) copy with your response.

VII. QUALIFICATIONS AND SCOPE OF SERVICES:

A. Qualifications/Certifications:

To be considered, the **therapist**/consultant must possess a masters degree or higher in a related field, such as psychology, **counseling, and/or social work**. **Ideally, the therapist/consultant should have experience working with children/adolescents and families.**

B. Skills and Relevant Work Experience:

The consultant will need:

1. **Verbal and written communication skills:** Requires communication with **children/adolescents with behavioral challenges, autistic children, their**

parents, and a range of other professionals. The **therapist**/consultant must also maintain records and files to the highest standard and make and keep clear and concise notes.

2. **Leadership skills:** Requires oversight, directing and instructing other professionals that must be done confidentially.
3. **Problem solving skills:** Are essential to provide the most effective interventions for both the individual child and the school.
4. **Self-motivation,** the ~~autism~~-**therapist**/consultant will spend a lot of time working alone and directing their own work.

The successful consultant/contractor shall:

1. Be Licensed in **the field of practice relevant this position in** the State of Maryland,
2. Provide Individual and/or group counseling - preferably in-person services,
3. Family communication and support as needed,
4. Staff training on relevant mental health issues, including topics such as, but not limited to, trauma informed care, understanding behavioral health concerns of youth, etc.
5. Parent workshops in the evening,
6. Staff consultation and attendance at relevant school meetings involving students under their care.

NOTE:

All successful Consultants/Contractors must carry their own malpractice insurance, willing to undergo all CCPS background screenings, **participate in child abuse identification and reporting training**, and submit invoices for payment in accordance with CCPS payment terms as stated in this RFP.

C. Environmental Factors and Physical Requirements:

The environmental factors and/or physical requirements of this position include the following: while performing the duties of this job, the employee is required to have ordinary ambulatory skills sufficient to visit other locations; and the ability to stand, walk, stoop, kneel, crouch, and manipulate (lift, carry, move) light to medium weights of 10-50 lbs.

D. Invoicing/Payments:

1. Invoices must include a **signed** copy of the **therapist**/consultant's time sheet/log reflected on the invoice.
Reports and Invoices must be submitted via email to Beila Lugo, Student Services: blugo@ccboe.com
Invoices **must** contain an electronic signature or a wet signature.
2. Any resultant Contract shall not be assigned without the prior written approval of CCPS.

E. Data Security

1. Please provide a copy of your security policy as an attachment to your response.
2. Please describe your data system and personnel security policies.
3. What measures do you take to protect sensitive client information?
4. Please explain your retention and information disposal policies.
5. Please describe your data recovery/backup system.

VIII. GENERAL TERMS AND CONDITIONS

A. RESERVATION OF RIGHTS

1. CCPS reserves the right to cancel this solicitation. CCPS reserves the right to accept or reject any or all proposals. CCPS reserves the right to waive any irregularity or informality in the solicitation process. CCPS reserves the right to request additional information from one or all Offerors/Proposers and/or negotiate any or all terms and conditions, if necessary, with the Offeror/Proposer(s) whose proposal(s) meets or exceeds the requirements of this RFP.
2. If funding for the implementation is dependent upon federal, state, and/or local budget approvals, CCPS reserves the right to reject all proposals based upon the specific support for this project provided by other governmental agencies. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the Contract(s) shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Vendor/Contractor may not recover anticipatory profits or costs incurred after termination.

B. SUBLETTING OR ASSIGNMENT OF CONTRACT

It is mutually understood and agreed that the Vendor/Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm, or corporation, in whole or in part, by operation of law or otherwise, without the prior written consent of the Purchasing Manager. If the Vendor/Contractor desires to assign his or her right to payment of the Contract, the Vendor/Contractor shall notify the Purchasing Manager immediately, in writing, and receive his written approval, prior to the assignment of right of payment. In no case shall such assignment of Contract(s) release the Vendor/Contractor from its obligations or change the terms of the Contract(s).

C. COMPLIANCE WITH LAWS

The Offeror/Proposer hereby represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take

such action as, from time-to-time hereafter, may be necessary to remain qualified;

2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
3. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

D. CHANGES

Change Orders: CCPS may, order changes to the Work consisting of additions, deletions, or modifications. Changes may include, but are not limited to, changes in Contract sum, the time for performance, pricing, (i.e. CPI-U adjustments), quantities, delivery location, etc. Such changes in the requirements shall be authorized only by written Change Order(s) signed by the Purchasing Manager and an authorized representative of the Vendor/Contractor.

E. WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Vendor/Contractor and its invitees, employees, officials, volunteers, agents, and representatives waive any right of recovery against CCPS for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the provision Work provided by Vendor/Contractor under this Contract. The Vendor/Contractor specifically waives any right of recovery against CCPS and its elected and appointed officials, officers, volunteers, agents, and/or employees for personal injury (and any resulting loss of income) suffered while working on behalf of CCPS as an independent Vendor/Contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of CCPS and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor/Contractor shall advise its insurers of the foregoing.

F. ACKNOWLEDGMENT OF VENDOR/CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR VENDOR/ CONTRACTOR UNDER CCPS' WORKERS COMPENSATION COVERAGE

Vendor/Contractor hereby acknowledges its status as an independent Vendor/Contractor while providing Work on behalf of CCPS and that CCPS' workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor/Contractor

or its employees during the Vendor/Contractor's provision Work to CCPS. To the fullest extent permitted by law, the Vendor/Contractor specifically waives any right of recovery against CCPS and its elected and appointed officials, officers, employees, volunteers, agents, or representatives for personal injury (and any resulting loss of income) suffered during the performance of Contract for CCPS. Such waiver shall apply regardless of the cause of origin of the injury, loss, or damage, including the negligence of CCPS and its elected and appointed officials, officers, employees, volunteers, agents, or representatives. The Vendor/Contractor shall advise its insurers of the foregoing.

G. DAMAGE TO PROPERTY OF THE VENDOR/CONTRACTOR AND ITS INVITEES

1. To the fullest extent permitted by law, the Vendor/Contractor shall be solely responsible for any loss or damage to property of the Vendor/Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of CCPS.
2. The successful Vendor/Contractor shall not commence operations under the Contract until they have obtained all proper and required insurance as stated in the RFP and certificates are made available to CCPS.

H. REPAIRS TO PROPERTY DAMAGE

Any damage to Properties caused by the Vendor/Contractor, its agents, or employees shall be repaired to its original condition by the Vendor/Contractor. All repairs shall be performed at no cost to CCPS.

I. OSHA COMPLIANCE

All goods or services furnished by the Vendor/Contractor shall meet all applicable state and federal requirements of the Occupational Safety and Health Act (OSHA). Alleged violations or deviations from said state and federal requirements pertaining to any goods or services to be furnished by the Vendor/Contractor, or the Vendors/Contractor's working conditions or employment practices, must be set forth in the proposal.

J. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

CCPS maintains a tobacco and alcohol/drug free environment. The Vendor/Contractor shall not permit its employees to use any type of tobacco products (smoke or smokeless), alcohol, or drugs on the premises or on property owned or operated by CCPS.

K. TAXES

The Vendor/Contractor is responsible for sales, personal property taxes, and other

applicable taxes related to the Work provided under the Contract. CCPS is a tax-exempt governmental organization.

L. PAYMENTS TO AND REPORTS AND INVOICES FROM THE VENDOR/CONTRACTOR

Payment(s) shall be made after satisfactory performance of the Work rendered and accepted under this Contract. The Vendor/Contractor must submit an invoice identified as such, to CCPS for payment of and all charges. Vendors/ Contractors must itemize all charges. Invoices must be itemized and include, at a minimum, the following: the name of the service provider, where the Work was performed/ delivered, exact description of the Work performed, the number of labor hours worked, rates charged for Work, as stated in the Contract, specific days and times worked, number of items delivered, unit prices, and etc., the PO number, **RFP number and title [RFP # SBHS - 2324, "Supplemental Behavioral Health Support"]**. CCPS is generally exempt from Federal Excise, Maryland Sales, and Use Taxes. Payment terms are net 30 days for each proper invoice. CCPS offers Automated Clearing House (ACH) Vendor/Contractor payments through its Accounting Department. In addition, CCPS has implemented a Virtual Electronic Payables System (VEPS). All Vendors/Contractors doing business with CCPS will be offered the option of accepting electronically transmitted payments to the Vendor/Contractor on or before the payment due date. Prior to award, all inquiries on CCPS ACH or VEPS must be submitted in accordance with section **IV, Information for Offerors/Proposers, paragraph (B) Requests for Clarifications**" of this RFP. Subsequent to award, the Vendor/Contractor is encouraged to contact the CCPS Accounts Payable Department (301) 934-7343 for additional information related to CCPS' payment process.

Reports and invoices shall be submitted to:

Attn: Biela Lugo, Student Services
c/o Charles County Public Schools-Jesse L. Starkey Building
5980 Radio Station Road
P.O. Box 2770
La Plata, MD 20646

M. TERMINATION

1. DEFAULT: CCPS may, by written notice of default to the Vendor/ Contractor, terminate the whole or any part of the contract. If, after notice of termination of this contract under provision of this clause, it is determined for any reason that the Vendor/Contractor was not in default under the provisions of the clause, or that the default was excusable under the provisions of the contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

If the Vendor/Contractor is unable to fulfill all obligations in accordance with these terms and conditions, CCPS may acquire the product or service in the open marketplace with any cost increase being the responsibility of the Vendor/Contractor.

2. CONVENIENCE: CCPS may terminate the performance of work under any resulting contract in whole or in part when it is determined to be in the best interest of CCPS, for any reason. Any such termination shall be affected by delivery to the Vendor/Contractor of a Notice of Termination specifying the extent to which performance of the work is terminated and the date upon which such termination becomes effective. All finished or unfinished supplies and services provided by the Vendor/Contractor shall at the option of CCPS, become the property of CCPS. CCPS shall pay the Vendor/Contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination. Upon receipt of a Notice of Termination, the Vendor/Contractor shall submit to the Purchasing Manager his Termination Claim.
3. NON-APPROPRIATION OF FUNDS: This Contract is conditioned upon an annual appropriation made by the CCPS Board of Education of Charles County Public Schools (Board) of funds sufficient to pay the compensation due the Vendor/Contractor under this Contract. If such an appropriation is not made in any fiscal year and the CCPS lacks funds from other sources to pay the compensation due under this Contract, the CCPS will be entitled to terminate this Contract at the beginning of or during such fiscal year. In that event, the CCPS will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediate prior fiscal year. The CCPS will provide the Vendor/Contractor written notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, CCPS' failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.

N. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Charles County public school system does not discriminate based on race, color, religion, national origin, sex, sexual orientation, gender identity, age or disability in its programs, activities, or employment practices. For inquiries, please contact Kathy Kiessling, Title IX/ADA/Section 504 Coordinator (students) or Nikial M. Majors, Title IX/ADA/Section 504 coordinator (employees/ adults), at Charles County Public Schools, Jesse L. Starkey Administration Building, P.O. Box 2770, La Plata, MD 20646; 301-932-6610/301-870-3814. For special accommodations call 301-934-7230 or TDD 1-800-735-2258 two weeks prior to the event.

O. FEDERAL, STATE AND LOCAL LICENSES AND PERMITS

The Vendor/Contractor shall comply with all federal, state, and local laws, rules, and regulations on licenses and permits.

P. TRADE SECRETS OR PROPRIETARY INFORMATION

It is the Vendor/Contractor's responsibility to identify data or materials submitted that are proprietary in nature and mark it so accordingly.

Q. OFFEROR/PROPOSER BEARS PROPOSAL COSTS

The Offeror/Proposer shall be responsible for all costs incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to the RFP, or any negotiations incidental to its proposal or the RFP.

R. MODIFICATIONS/WITHDRAWAL OF PROPOSALS

An Offeror/Proposer may modify or withdraw a proposal at any time prior to the closing date and time of this RFP. All modifications or withdrawals must be in writing and must be executed by a person with authority to bind the Offeror/Proposer.

S. PUBLIC INFORMATION NOTICE

Vendors/Contractors should give specific attention to the identification of those portions of their proposals which they deem to be confidential or to contain proprietary information or trade secrets. Vendors/Contractors should provide justification why such material, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

T. DURATION OF PROPOSAL

Proposals shall be binding for **one hundred-twenty (120) days following the proposal closing date**. This period may be extended by mutual written agreement between CCPS and the Offeror/Proposer. Anticipation is that notification of the proposal's acceptance will be made according to the dates set within this document. After the issuance of a contract, all prices, and terms and conditions shall remain unchanged throughout the contract period, unless, specifically agreed to otherwise by both CCPS and the Vendor/Contractor.

U. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor/Contractor shall indemnify and hold harmless CCPS and its agents, employees, and representatives from and against all claims, damages, losses, penalties, liabilities, fees (including reasonable attorney fees), and expenses resulting from or arising out of any material breach, of the performance of the Work, warranties, and covenants of the Offeror/Proposer contained in the Contract(s) Documents; or from any injuries to persons or property

caused by the negligence or alleged negligence of the Vendor/Contractor or its subcontractors, employees, or authorized representatives or in any other manner arising out of the performance of this Contract. This indemnification shall continue in full force and effect until the Vendor/Contractor completes all of the Work required under the Contract(s), except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by this RFP.

V. RIDER CLAUSE

The Offeror/Proposer is advised that in addition to the Rider Clause (Attachment V), the issued Contract(s) may be extended, with the authorization of the Offeror/Proposer, to all State, County, local agencies, colleges and school districts in the State of Maryland, as well as other agencies, not specifically listed herein. The Vendor/Contractor must deal directly with each jurisdiction concerning, issuance of purchase orders, contractual disputes, invoicing, and payment. CCPS assumes no obligation on behalf of any of these organizations. Failure to extend a contract to any listed or unlisted jurisdiction will have no effect on the consideration of your proposal.

W. MULTIPLE PROPOSALS

Vendors/Contractors may not submit more than one proposal.

X. TAX-EXEMPT

CCPS is exempt from all federal excise and state sales taxes. The proposal price must be net, exclusive of taxes.

Y. ACCEPTANCE

Prior to any payment, all Work, delivered or performed under this RFP, is subject to final inspection and acceptance by CCPS.

Z. WARRANTY

When applicable, the Vendor/Contractor warrants that the services furnished under this RFP will be free from defect not inherent in the quality required or permitted, and that the work will conform to the local, state, and federal requirements for Autism Behavior services required in this RFP. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective and shall be returned to the Vendor/Contractor for refund/replacement at the expense of the Vendor/Contractor. Warranty period shall be one (1) year after acceptance by CCPS.

AA. RFP PROTEST

An Offeror/Proposer may protest an award. The protest shall be filed with the

Purchasing Department by submitting a protest in writing to Nelson E. Sample, CPPO, Purchasing Manager, either by mail at P.O. Box 2770, La Plata, Maryland 20646, or in person at 5980 Radio Station Road, 2nd Floor, La Plata, Maryland 20646. The protest must be received by the close of business on the seventh (7th) business day after the award. Protests shall include the RFP number, the basis of the protest, the relief sought and whether the protester wishes to have a conference with respect to the protest.

BB. REGISTERED SEX OFFENDERS

1. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, House Bill 642, and Senate Bill 508, Vendors/Contractors or subcontractors who enter into a contract with a local board of education, may not knowingly employ, assign, or retain an individual to perform Work, deliveries, or visiting Properties, if the individual is a registered sex offender with a conviction of fourth-degree sexual offense and third-degree sexual offense. Offenses committed in another state that would constitute a third- or fourth-degree sexual offense if committed in this state apply. Therefore, in contract awards between CCPS and Vendors/Contractors and their subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be performing Work and/or deliveries on or visiting the Properties for business purposes.
2. The Bill also requires Vendors/Contractors and subcontractors in specific facilities who have direct, unsupervised, and uncontrolled access to children to submit a criminal history records check.
3. It shall be the responsibility of all Vendors/Contractors submitting a bid or offer to CCPS to comply with this provision. If a Vendor/Contractor is found to have violated this provision subsequent to an award by CCPS, the contract may be immediately terminated at CCPS' sole option, and that Vendor/Contractor may be liable to CCPS for all re-procurement costs, including, but not limited to, liquidated damages, and may be debarred from bidding/proposing on future CCPS requirements.
4. **In addition, effective July 1, 2019, Md. Code, Educ., 6-113.2 (concerning child sexual abuse and sexual misconduct prevention) the following shall apply:**
This law applies to entities that contract with a county board of education to provide a service to a school or the students at a school. The law requires that, prior to hiring an individual to work in a public school or with public school students, the contracting entity must request information from the individual and the individual's previous employers using state-mandated forms as to whether the individual has ever been disciplined for allegations of "child sexual abuse" or "sexual misconduct. or "crime of violence". Please contact the CCPS Procurement Manager at (301) 934-7340 for

details, or visit the state's web site at <http://www.marylandpublicschools.org/about/Pages/DEE/index.aspx>

CC. **LOCAL SCHOOL SYSTEMS – EQUIVALENT ACCESS STANDARDS –
DIGITAL TOOLS (EQUIVALENT AND NONVISUAL ACCESS
ACCOUNTABILITY ACT FOR K–12 EDUCATION)**

1. In accordance with the State of Maryland's Education Article, Section 7-910 and Senate Bill 617, effective July 1, 2022, digital tools developed or purchased by CCPS shall require equivalent access for students with disabilities, including blindness, in accordance with the technical standards for electronic and information technology issued under subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973, 29 U.S.C. § 794d(a)(2) or any other widely accepted or and freely available technical standard.
2. If CCPS finds that a digital tool fails to meet the equivalent access standards including nonvisual access, within 18 months after development or purchase of the digital tool, CCPS shall send a written notice to the Vendor/Contractor of the Vendor/Contractor's failure to comply with the equivalent access standards required under the Contract.
3. Upon receipt of notice from CCPS, the Vendor/Contractor, at the Vendor/Contractor's expense, shall modify the digital tool to meet the required equivalent access standards within a timeframe agreed on by CCPS and the Vendor/Contractor.
4. A Vendor/Contractor that fails to meet the equivalent access standards shall:
 - i. be subject to a civil penalty of:
 - (a) a fine not exceeding \$5,000 for a first offense; or
 - (b) be subject to a fine not exceeding \$10,000, for a subsequent offense.
 - ii. Indemnify CCPS for liability resulting from the use of a digital tool that fails to meet the equivalent access standards, including nonvisual access.

DD. **eMARYLAND MARKETPLACE ADVANTAGE (eMMA)**

Maryland State Law requires CCPS to publish notices of procurements and/or procurement awards on eMaryland Marketplace Advantage (eMMA). The requirement extends only to contracts procured through competitive sealed bidding, competitive sealed proposals, non-competitive negotiations and to procurements whose value equals or exceeds that for State contracts that must be published on eMMA. Offerors/Proposers must be must be registered as a Vendor/Contractor

with eMMA at <https://procurement.maryland.gov/> to receive solicitation information. If you require assistance, contact the help desk at emma.helpdesk@maryland.gov or call (410) 767-1492.

EE. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Vendor/Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Vendor/Contractor and the subcontractor, and without the fault of negligence of either, the Vendor/Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Vendor/Contractor to meet the required time(s) for performance.

IX. INSURANCE REQUIREMENTS – (Applicable for Firms/Companies Only)

1. General Insurance Requirements

1.1 The Vendor/Contractor shall not commence Work purchased by CCPS under this Contract until the Vendor/Contractor has obtained at the Vendor/Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the CCPS; nor shall the Vendor/Contractor allow any subcontractor to commence Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor/Contractor. Approval of insurance required of the Vendor/Contractor will be granted only after submission to the CCPS Purchasing Department of original certificates of insurance signed by authorized representatives of the insurers or, at the Purchasing Department's request, certified copies of the required insurance policies.

1.2 Insurance as required, hereunder, shall be in force throughout the term of the Contract and, in accordance with 2.1.1 iii, for two (2) years after final payment by CCPS. Original certificates signed by authorized representatives of the insurers or, at CCPS' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Purchasing Department throughout the term of the Contract and for two (2) years after final payment by CCPS under this contract.

1.3 The Vendor/Contractor shall require all subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor/Contractor in 2.1.1, 2.1.2, and 2.1.3, unless any such requirement is expressly waived or amended by CCPS in writing. If any

Subcontractor is storing, transporting, and/or delivering the products or materials purchased by CCPS under this Contract, the Vendor/Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor/Contractor in 3.1 and 3.2. The Vendor/Contractor shall furnish copies of sub-contractors' certificates of insurance to CCPS immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to CCPS.

1.5 No acceptance and/or approval of any insurance by CCPS shall be construed as relieving or excusing the Vendor/Contractor from any liability or obligation imposed upon the Vendor/Contractor by the provisions of this Contract.

1.6 If the Vendor/Contractor does not meet the insurance requirements of this Contract, the Vendor/Contractor shall forward a written request to CCPS for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If CCPS denies the request, the Vendor/Contractor must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to CCPS. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless CCPS grants specific approval for an exception. CCPS hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor/Contractor and are subject to CCPS' written approval. Any deductible or retention amounts elected by the Vendor/Contractor or imposed by the Vendor/Contractor's insurer(s) shall be the sole responsibility of the Vendor/Contractor.

1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to CCPS by the Vendor in connection with this Contract shall belong to and be payable to CCPS.

1.10 If CCPS is damaged by the failure or neglect of the Vendor/Contractor or subcontractors to purchase and maintain insurance as described and required herein, without so notifying CCPS, then the Vendor/Contractor shall bear all reasonable costs properly attributable thereto.

2. Vendor/Contractor's Liability Insurance (Occurrence Basis)

2.1 The Vendor/Contractor shall purchase and maintain the following

insurance coverages on an occurrence basis at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after final payment by CCPS under this Contract; and
- iv. Contractual liability, including protection for the Vendor/Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident; or

The required level of financial responsibility (insurance or other acceptable security) for for-hire, interstate passenger transportation is determined by the highest seating capacity of your vehicles. Vehicles with a seating capacity of 15 or fewer passengers, including the driver, require \$1,500,000 million of coverage, and \$5,000,000 is required for vehicles with a seating capacity of 16 or more passengers, including the driver per the USDOT-Federal Motor Carriers Safety Administration (applies to coach buses only).

All auto liability insurances or their equivalents are per accident and must include coverage for all the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 If the Vendor/Contractor has any employees, workers compensation insurance or its equivalent with statutory benefits, as required by any state or Federal law, including standard "other states" coverage; employers' liability insurance or its equivalent with minimum limits of:

- \$ 500,000 each accident for bodily injury by accident;

- \$ 500,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 If the Vendor is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

2.1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 1,000,000 per occurrence;
- \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and

\$ 1,000,000 products/services aggregate and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers' liability.

2.1.6 CCPS shall be named as additional insured on the Vendor/Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability caused in whole or in part by the Vendor/Contractor's acts or omissions or the acts or omission of those acting on the Vendor/Contractor's behalf.

The Vendor/Contractor's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, must include the following manuscript additional insured language:

"This policy is amended to include as insured Board, but only for liability arising out of "your product" or "your service" for the Board by or for you." (enter specific identifying information such as project name, CCPS' contract number and/or date of contract)".

Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE.

2.1.7 Insurance or self-insurance provided to CCPS and its elected and appointed officials, officers, employees and authorized volunteers, as specified herein, shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.1.8 Insurance or self-insurance provided to CCPS, its elected and appointed officials, officers, employees and authorized volunteers under any Vendor/Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit

is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusions shall be deleted from Vendor/Contractor's liability insurance policies required herein).

2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor/Contractor must comply with the following additional conditions:

- i. The Vendor/Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of **two (2)** years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Vendor/Contractor shall purchase an extended (**minimum two (2) years**) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. Vendor/Contractor's Property Insurance

Note: The following is **not** required, if ownership of the property transfers to CCPS when products or materials are delivered to CCPS or are otherwise placed in the CCPS' care, custody or control.

3.1 The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by CCPS under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or more than the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to CCPS.

3.2 The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by CCPS under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by CCPS under this Contract when caused by the dishonest acts of the Vendor/Contractor's (or Subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 The Vendor/Contractor (or Subcontractor) storing, transporting and/or

delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. Waiver of Subrogation

To the fullest extent permitted by law, the Vendor/Contractor, and its invitees, employees, officials, volunteers, agents, and representatives waive any right of recovery against the Board of Education of Charles County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery, or installation of any Work provided by Vendor/Contractor under this Contract. Vendor/Contractor specifically waives any right of recovery against CCPS for personal injury (and any resulting loss of income) suffered while working on behalf of CCPS as an independent Vendor/Contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss, or damage, including the negligence of CCPS. The Vendor/Contractor shall advise its insurers of the foregoing.

5. Acknowledgment of Vendor/Contractor's Independent Contractor Status and No Coverage for Vendor/Contractor under Board's Workers Compensation Coverage

Vendor/Contractor hereby acknowledges its status as an independent Vendor/Contractor while supplying, delivering or installing Work on behalf of the CCPS and that the CCPS' workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor/Contractor or its employees during the Vendor/Contractor's provision of Work to CCPS.

6. Damage to Property of the Vendor/Contractor and its Invitees

To the fullest extent permitted by law, the Vendor/Contractor shall be solely responsible for any loss or damage to property of the Vendor/Contractor or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of CCPS property, occupied or controlled by the CCPS.

ATTACHMENT I
PROPOSAL SUBMISSION FORM
SIGNATURE PAGE

I/we understand that Charles County Public Schools reserves the right to reject any or all proposals and to award to other than the low Offeror/Proposer, if deemed in the best interest of CCPS.

I/we certify that this proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same services and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, or any employees have not been convicted of bribery, attempted bribery, or conspiracy to bribe; and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by Federal, States or Local Governments.

In addition, that no member of the Charles County Board of Education, Administrative or Supervisory personnel or other employees of CCPS has any interest in the proposing company except as follows:

Are there any deviations to this RFP? No ☐ Yes ☐ if yes, please list all deviations on a separate sheet of paper and attach to this page.

Name of Firm/Company: _____

Address: _____

Telephone No.: (_____) _____

Mobile No.: (_____) _____

Fax No.: (_____) _____

E-mail Address: _____

Authorized Signature: _____

Name and Title (Print): _____

Date: _____

DUNS #: _____

Minority Business Status, please check all that apply:

- ☐ Certified MBE/DBE # _____
- ☐ Certified Woman Owned # _____
- ☐ Minority Owned Business – Not Certified
- ☐ Woman Owned – Not Certified

ATTACHMENT II
BUSINESS RELATIONSHIP AFFIDAVIT

OFFEROR/PROPOSER MUST SIGN THIS DOCUMENT AND RETURN TO CCPS IN THE SAME SEALED ENVELOPE CONTAINING THE RFP FORM AND OTHER PERTINENT RFP INFORMATION.

I HEREBY CERTIFY THAT I am (Title) _____

and the duly authorized representative of the firm _____

whose address is _____

and that I possess the legal authority to make these testimonies on behalf of myself and the company/firm for which I am acting.

NON-COLLUSION CERTIFICATION

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the RFP price, or price proposal of the RFP, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive RFP in connection with the Contract for which proposal or offer is submitted.

ANTI-BRIBERY AFFIDAVIT

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

REGISTERED SEX OFFENDERS HB 642/ SB 508 – CHILDREN- CHILD CARE FACILITIES, PUBLIC SCHOOLS, AND NONPUBLIC SCHOOLS- CONTRACTORS AND SUBCONTRACTORS

Neither I, nor to the best of my knowledge, the above firm, nor any of its other officers, directors, or partners, or any of its employees directly involved in obtaining contract with the State or any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of fourth- degree sexual offense or third degree sexual offense. Refer to the Terms and Conditions of the solicitation for more details.

CIVIL RIGHTS COMPLIANCE

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document, I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

NON-DISCRIMINATION

I/we affirm that our company/organization does not discriminate with regard to the Code of Laws of the United States of America as it relates to discrimination and the Maryland Code, State Government § 20-601 in employment practices by so stating in the response to the solicitation.

Signature

Date

Printed or Typed Name and Title

ATTACHMENT III (Firms/Companies Only)
Metropolitan Washington Council of Governments
Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the RFP/proposal, resultant contract(s) will be extended to any or all of the listed members as designated by the RFP/proposal to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Vendor/Contractor. There shall be no obligation on the part of any participating member to utilize the Contract(s).
- C. A negative reply will not adversely affect consideration of your Proposal.
- D. It is the awarded Vendor/Contract's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

OFFEROR/PROPOSER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☐ Alexandria, Virginia
☐ Alexandria Public Schools
☐ Alexandria Sanitation Authority
☐ Arlington County, Virginia
☐ Arlington County Public Schools
☐ Bladensburg, Maryland
☐ Bowie, Maryland
☐ Charles County Public Schools
☐ College Park, Maryland
☐ Culpeper County, Virginia
☐ District of Columbia
☐ District of Columbia Courts
☐ District of Columbia Public Schools
☐ District of Columbia Water & Sewer Auth.
☐ Fairfax, Virginia
☐ Fairfax County, Virginia
☐ Fairfax County Water Authority
☐ Falls Church, Virginia
☐ Fauquier County Schools & Government, Virginia
☐ Frederick, Maryland
☐ Frederick County, Maryland
☐ Gaithersburg, Maryland
☐ Greenbelt, Maryland
☐ Herndon, Virginia
☐ Leesburg, Virginia
☐ Loudoun County, Virginia
☐ Loudoun County Public Schools
☐ Loudoun County Sanitation Authority
☐ Maryland Department of Transportation

YES NO JURISDICTION

☐ CCPS of Manassas Public Schools
☐ Manassas Park, Virginia
☐ Maryland-National Capital Park & Planning Comm.
☐ Metropolitan Washington Airports Authority
☐ Metropolitan Washington Council of Governments
☐ Montgomery College
☐ Montgomery County, Maryland
☐ Montgomery County Public Schools
☐ Northern Virginia Community College
☐ OmniRide
☐ Prince George's County, Maryland
☐ Prince George's Public Schools
☐ Prince William County, Virginia
☐ Prince William County Public Schools
☐ Prince William County Service Authority
☐ Rockville, Maryland
☐ Spotsylvania County Schools
☐ Stafford County, Virginia
☐ Takoma Park, Maryland
☐ Upper Occoquan Sewage Authority
☐ Vienna, Virginia
☐ Virginia Railway Express
☐ Washington Metropolitan Area Transit Authority
☐ Washington Suburban Sanitary Commission
☐ Winchester, Virginia
☐ Winchester Public Schools
☐ Manassas, Virginia
☐ Potomac & Rappahannock Trans. Commission

Signature

Name of Company or Firm

Date

ATTACHMENT IV**W-9**

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------	--------------------------------------------------------------------

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR					Employer identification number				

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

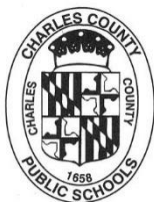
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 • Form 1099-INT (interest earned or paid)
 • Form 1099-DIV (dividends, including those from stocks or mutual funds)
 • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
 By signing the filled-out form, you:
 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

(sample copy for Individuals ONLY)

ATTACHMENT V



CHARLES COUNTY PUBLIC SCHOOLS

P.O. Box 2770 • La Plata, Maryland 20646-0170

Switchboard: (301) 932-6610 • (301) 870-3814

Recorded Information 24 Hours a Day: (301) 934-7410

NOTE: Contract shall be used for goods and or services delivered to K-12 Schools >\$1,000 and 1 year.

Consultant/Trainer Independent Contractor Agreement

This Agreement is made between **Charles County Public Schools (CCPS)** with a principal place of business at **5980 Radio Station Road, La Plata, Maryland 20646** and mailing address at **P.O. 2770 La Plata, Maryland 20646** and _____ (Contractor), with a principal place of business at _____.

This Agreement will become effective on _____ and will end no later than _____.

Services to be Performed

(Check and complete applicable provision.)

☐ Contractor agrees to perform the following services:
[Briefly describe services you want performed by Contractor.]

OR

☐ Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

Payment

(Check and complete applicable provision.)

☐ In consideration for the services to be performed by Contractor, CCPS agrees to pay Contractor according to the terms set out below.

OR

☐ In consideration for the services to be performed by Contractor, CCPS agrees to pay Contractor at the rate of _____ according to the terms of payment set out below.

Additional Option

(Check and complete if applicable.)

Unless otherwise agreed in writing, CCPS's maximum liability for all services performed during the term of this Agreement shall not exceed _____.

Terms of Payment

(Check applicable provision (s))

☐ Upon satisfactorily completing Contractor's services under this Agreement, Contractor shall submit an invoice. **The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed.** CCPS shall pay Contractor the compensation described within a reasonable time after receiving Contractor's invoice.

OR

- ☐ Contractor shall be paid _____ upon signing this Agreement and the rest of the sum described above when the Contractor completes services and submits an invoice.

OR

- ☐ Additional expenses paid upon completion of services and must be accompanied by proof of payment and within two weeks of completion of services.

OR

- ☐ CCPS shall pay Contractor according to the following schedule of payments:

- 1) \$ _____ when an invoice is submitted and the following services are complete:

- 2) \$ _____ when an invoice is submitted and the following services are complete:

- 3) \$ _____ when an invoice is submitted and the following services are complete:

OR

- ☐ Contractor shall submit an invoice to CCPS on the last day of each month for the work performed during that month. **The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed.** CCPS shall pay Contractor's fee within a reasonable time after receiving the invoice.

Expenses

- ☐ Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

Independent Contractor Status

Contractor is an independent contractor, not CCPS' employee. Contractor's employees or contract personnel are not CCPS' employees. Contractor and CCPS agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; CCPS shall not hire, supervise or pay any assistants to help Contractor.
- CCPS shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Compliance with Laws

The Vendor/Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- B. It is not in arrears with respect to the payment of any monies due and owed to the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- C. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract."

Tobacco Free and Alcohol/Drug Free Environment

CCPS maintains a tobacco and alcohol/drug free environment. The Vendor/Contractor shall not permit its employees to use any type of tobacco products (smoke or smokeless), alcohol, or drugs on the premises or on property owned or operated by CCPS.

State and Federal Taxes

CCPS will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide CCPS with proof that such payments have been made.

Contractor shall provide a completed IRS form W-9 Request for Taxpayer Identification Number and Certification.

Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plans of CCPS.

Workers' Compensation

CCPS shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide CCPS with a certificate of workers' compensation insurance before the employees begin the work.

- ☐ If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor. Contractor shall provide CCPS with proof that such coverage has been obtained before starting work.

Unemployment Compensation

CCPS shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

Insurance

CCPS shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain insurance policies to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement. Upon execution of this agreement, Contractor must provide a Certificate of Insurance that complies with the attached requirements established by Maryland Association of Boards of Education (MABE).

Contractor shall indemnify and hold CCPS harmless from any loss or liability arising from performing services under this Agreement.

Terminating the Agreement

(Check applicable provision.)

☐ Either CCPS or Contractor may terminate this Agreement, effective immediately upon giving written notice, if the other party commits:

- * a material violation of this Agreement, or
- * any act exposing the other party to liability to others for personal injury or property damage.

And

☐ Either party may terminate this Agreement any time by giving thirty (30) days written notice to the other party of the intent to terminate.

Exclusive Agreement

This is the entire Agreement between Contractor and CCPS.

Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement shall continue in effect.

Applicable Law

This Agreement shall be governed by the laws of the State of Maryland.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the attention of the official signing this Agreement at that person's address:

Charles County Public Schools

Attention: _____

P.O. Box 2770

La Plata, Maryland 20646

- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address (see above) as stated on this Agreement, or
- when sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on CCPS' behalf.

Assignment

(Check applicable provision.)

☐ Either Contractor or CCPS may assign or subcontract any rights or obligations under this Agreement.

OR

☐ Contractor may not assign or subcontract any rights or obligations under this Agreement without CCPS's prior written approval.

REGISTERED SEX OFFENDERS HB 642/ SB 508 – Children- child Care Facilities, Public Schools, and Nonpublic Schools- Contractors and Subcontractors and HB 486 Education- Personnel Matters- Child Abuse and Sexual Misconduct Prevention

In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, House Bill 642, and Senate Bill 508, a person who enters into a contract with a local board of education may not knowingly employ or assign an individual to work at a school if the individual is a registered sex offender with a conviction of fourth- degree sexual offense and third- degree sexual offense. Offenses committed in another state that would constitute a third- or fourth- degree sexual offense, if committed in this state, apply. Therefore, in contract awards between Charles County Public School (CCPS) System and Vendors/Contractors and their Subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working on the school property, making deliveries or visiting the school property for business purposes.

The Bill also requires Vendors/Contractors and subcontractors in specified facilities who have direct, unsupervised, and uncontrolled access to children to submit a criminal history records check.

It shall be the responsibility of all Vendors/Contractors submitting a bid or offer to CCPS to comply with this provision. If a Vendor/Contractor is found to have violated this provision subsequent to an award by CCPS, the contract may be immediately terminated at CCPS' sole option; and that Vendor/Contractor may be liable to CCPS for all re-procurement costs, including liquidated damages; and may be debarred from bidding on future CCPS requirements.

***In addition, effective July 1, 2019, Md. Code, Educ., 6-113.2 (concerning child sexual abuse and sexual misconduct) will apply:**

This law applies to entities that contract with a county board of education to provide a service to a school or the students of a school. The law requires that, prior to hiring an individual to work in a public school or with public school students, the contracting entity must request information from the individual and the individual's previous employers using state-mandated forms as to whether the individual has ever been disciplined for allegations of "child sexual abuse" or "sexual misconduct" or "crime of violence." **Please contact CCPS Procurement Manager at (301) 934-7340** for details, or visit the state's web site at <http://www.marylandpublicschools.org/about/Pages/DEE/index.aspx>.

Local School Systems – Equivalent Access Standards – Digital Tools (Equivalent and Nonvisual Access Accountability Act for K–12 Education)

- In accordance with the State of Maryland's Education Article, Section 7-910 and Senate Bill 617, effective July 1, 2022, digital tools developed or purchased by CCPS shall require equivalent access for students with disabilities, including blindness, in accordance with the technical standards for electronic and information technology issued under subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973, 29 U.S.C. § 794d(a)(2) or any other widely accepted or and freely available technical standard.

- If CCPS finds that a digital tool fails to meet the equivalent access standards including nonvisual access, within 18 months after development or purchase of the digital tool, CCPS shall send a written notice to the Vendor/Contractor of the Vendor/Contractor's failure to comply with the equivalent access standards required under the Contract.
- Upon receipt of notice from CCPS, the Vendor/Contractor, at the Vendor/ Contractor's expense, shall modify the digital tool to meet the required equivalent access standards within a timeframe agreed on by CCPS and the Vendor/Contractor.
- A Vendor/Contractor that fails to meet the equivalent access standards shall:
 - i. be subject to a civil penalty of:
 - (a) a fine not exceeding \$5,000 for a first offense; or
 - (b) be subject to a fine not exceeding \$10,000, for a subsequent offense.
 - ii. Indemnify CCPS for liability resulting from the use of a digital tool that fails to meet the equivalent access standards, including nonvisual access.

Signatures

*Any contract over \$1,000 and/or more than one year must be pre-approved by the Purchasing Department.

1. CCPS Department Requestor:

By: _____
(Signature)

(Typed or Printed)
Title: _____
Date: _____

2. CCPS Department Funding Source Manager:

By: _____
(Signature)

(Typed or Printed)
Title: _____
Date: _____
Account Code: _____

3. CCPS Chief/Superintendent:

By: _____
(Signature)

(Typed or Printed)
Title: _____
Date: _____

4. CCPS Budget Account Manager:

By: _____
(Signature)

(Typed or Printed)
Title: _____
Date: _____

5. CCPS Human Resources Department:

By: _____
(Signature)

(Typed or Printed)
Title: _____
Date: _____

6. CCPS Procurement Manager:

By: _____
(Signature)

(Typed or Printed)
Title: _____
Date: _____

7. Contractor:

Name of Contractor: _____

(Signature)

(Typed or Printed Name)
Title: _____
Taxpayer ID Number: _____
Date: _____

This contract is not valid until all required signatures appear on this page.

If Agreement Is Faxed:

Contractor and CCPS agree that this Agreement will be considered signed by a party when the signature of that party is delivered on this Agreement by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

Maryland Association of Boards of Education
Group Insurance Pool

Note: The language below is necessarily generic and may require modification if *medical, architectural, engineering, construction, chemical, petroleum, other environmental or unusual exposures* will arise as a result of the contract. As with any contract language, our suggested wording below should be reviewed by counsel prior to incorporation into any contract.

General Insurance Requirements

1.1 - The Consultant shall not commence any operations or services on behalf of the Board of Education of Charles County (the Board) under this Contract until the Consultant has obtained at the Consultant's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Consultant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.

1.3 - The Consultant shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Consultant herein unless any such requirement is expressly waived or amended by the Board in writing. The Consultant shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until forty-five (45) days prior written notice has been given to the Board.

1.5 - No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Consultant from any liability or obligation imposed upon the Consultant by the provisions of this Contract.

1.6 - If the Consultant does not meet the insurance requirements of this Contract, the Consultant shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Consultant must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Consultant, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Consultant or imposed by the Consultant's insurer(s) shall be the sole responsibility of the Consultant.

1.9 - If the Board is damaged by the failure or neglect of the Consultant to purchase and maintain

insurance as described and required herein, without so notifying the Board, then the Consultant shall bear all reasonable costs properly attributable thereto.

2 - Consultant's Insurance

2.1 - The Consultant shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability including protection for the Consultant from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - If the Consultant has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - If the Consultant is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 1,000,000 per occurrence;
 - \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$ 1,000,000 products/completed operations aggregate and including all the following coverages on the applicable schedule of underlying insurance.
- i. Commercial general liability;
 - ii. Business auto liability; and
 - iii. Employers liability.

2.1.6 - Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

- \$ 1,000,000 each claim or wrongful act; and

\$ 2,000,000 annual aggregate.

2.2 - The Board of Education of Charles County and its elected and appointed officials, officers, employees, and authorized volunteers shall be named as additional insureds on the Consultant's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Consultant.

Special Note: ISO forms CG 2009 and CG 2010 entitled “Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled “Additional Insured - Designated Person or Organization” **or** a manuscript endorsement with the following wording is required:

“The Board of Education of Charles County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under this Contract Charles (enter specific identifying information such as project name, Board’s contract number and/or date of contract).”

2.3 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Consultant's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Consultant's liability insurance policies required herein.)

2.4 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.5 - If any liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions:

2.5.1 - The Consultant shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Board for Consultant’s services under this Contract. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Consultant’s services under this Contract; or

2.5.2 - The Consultant shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Board for Consultant’s services under this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Consultant’s services under this Contract.

Other RFP or Contract Provisions to Be Included

Indemnification

To the fullest extent permitted by law, Consultant agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Charles County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, losses, damages, expenses, including attorneys' fees and all other costs connected therewith, cause of action or liability arising out of or connected to the services provided by Consultant under this Contract, provided that any such claim, loss, damage, expense, cause of action or liability is caused in whole or in part by any negligent act or omission of the Consultant or any of the Consultant's employees, agents, officials or volunteers or anyone for whose acts the Consultant may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation to indemnify, defend and hold Board of Education of Charles County, its elected and appointed officials, agents, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

Waiver of Subrogation

To the fullest extent permitted by law, the Consultant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Charles County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Consultant under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Consultant shall advise its insurers of the foregoing.

Acknowledgment of Consultant's Independent Contractor Status and No Coverage for Consultant under Board's Workers Compensation Coverage

Consultant hereby acknowledges its status as an independent contractor while performing services on behalf on the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Consultant or its employees during the Consultant's performance of services for the Board.

Damage to Property of the Consultant and its Invitees

To the fullest extent permitted by law, the Consultant shall be solely responsible for any loss or damage to property of the Consultant or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of the Board.